BILL NO. S-87-01-15

SPECIAL ORDINANCE NO. S-21-87

AN ORDINANCE of the Common Council of the City of Fort Wayne, Indiana, approving an agreement by and between the Board of Public Works and Safety and Peer Systems, Inc., for the acquisition of software and related personal property and consulting functions to facilitate computerization of Street Department maintenance.

WITNESSETH:

WHEREAS, the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety, is desirous of acquiring certain software and related personal property and consulting services to provide computerization of Street Department maintenance that would be of benefit to the City and its residents; and

WHEREAS, this Ordinance is necessary to approve the proposed agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the proposed agreement by and between the City of Fort Wayne, Indiana and Peer Systems, Inc., is attached hereto, as a part hereof, for the purchase of software and other personal property at a purchase price of One Hundred Thirty-Two Thousand Nine Hundred Twenty-Five Dollars ($132,925.00) and consulting services cost of Sixty-Five Thousand Six Hundred Fifty-Two Dollars ($65,652.00), is hereby approved and ratified in all respects. The total purchase price is One Hundred Ninety-Eight Thousand Five Hundred Seventy-Seven Dollars ($198,577.00). The Director of the Board of Public Works for the City, is hereby authorized and empowered to execute the agreement for the City.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eisbart, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee Hunse (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 1-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BRADBURY				✓	
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT				✓	
STIER	✓				
TALARICO	✓				

DATE: 2-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-21-87 on the 10th day of February, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of February, 1987, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of February, 1987, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

PROFESSIONAL SERVICES AGREEMENT

STATE OF INDIANA:
COUNTY OF ALLEN:

This **AGREEMENT** made and entered into this day by and between the City of Fort Wayne, a municipal corporation, organized under the laws of Indiana, and situated in Allen County, Indiana, hereinafter referred to as the **CITY** and Peer Systems, Inc., of the City of Philadelphia, Pennsylvania, in Association with Camp Dresser and McKee, of the City of Detroit, Michigan, hereinafter called the **ENGINEER.**

Witnesseth: That whereas the **CITY** has recognized the need to implement a computerized infrastructure management system for it's public works maintenance departments; and

Whereas: The **ENGINEER**, having the professional abilities, expertise, and resources necessary to develop and implement an infrastructure management system: and

Now Therefore: The **CITY** and the **ENGINEER**, in consideration of their mutual covenants herein, agree to the performance of the professional services to be furnished or rendered by the **ENGINEER** and the payment for these services by the **CITY**, as set forth hereinafter.

I. EMPLOYMENT OF THE ENGINEER

The City agrees to employ the **ENGINEER** and the **ENGINEER** agrees to provide the professional services as stated in the sections to follow. Having rendered such services the **ENGINEER** will be compensated as stated in the sections to follow.

The project will be conducted according to the general proposal submitted to the **CITY** by the **ENGINEER** dated October 30, 1986 and all addendums thereto along with the final proposal for

specific subparts thereto submitted December 5, 1986, all of which are hereby incorporated as a part of this agreement.

II. BASIC SERVICES OF THE **ENGINEER**

The **ENGINEER** shall serve as the **CITY**'s professional consultant in those phases of the project to which this AGREEMENT applies, and will give consultation and advice to the **CITY** during the performance of the **ENGINEER**'s services.

The **ENGINEER** shall, in the scope of his work perform the following basic services for the Implementation of a phased Infrastructure Management System.

The services to be developed and implemented under this phase of the implementation plan shall include the following:

1. Streets database load and edit software and training
2. Streets sub-system core modules software
3. Streets sub-system training
4. Water job ticket training
5. Alley/Easement load and edit software and training
6. Value analysis of all additional sub-system modules and collateral software.
7. Project management

The specific tasks to be provided for each of these basic services are identified within the aforementioned final proposal.

III. DELIVERABLES

The **ENGINEER** shall provide the **CITY** with the following products referred to herein as deliverables:

1. A timeline based upon the actual start date and specific task assignments within the first two week period.
2. Streets system inventory database.

3. Streets system inventory database editing procedure.
4. Streets system inventory database editing procedure technical documentation.
5. Streets system inventory database editing procedure User's Manual.
6. Core street sub-system software.
7. Core street subsystem technical documentation.
8. Core street subsystem User's Manual.
9. type set and printed street job tickets.
10. Final design of water job ticket
11. Final job log design
12. type set and printed job log
13. type set and printed water job tickets.
14. Water job ticket User's Manual
15. Alley-easement data base.
16. Alley-easement editing procedure.
17. Alley-easement editing procedure technical documentation.
18. Alley-easement editing procedure User's Manual
19. Value analysis (IMS Implementation Report)
20. Weekly status calls.
21. Weekly progress report.
22. Monthly progress report.
23. Bi-Monthly progress meeting.

In order for the **ENGINEER** To perform his obligations under this contract the **City** will provide the following services and equipment in a timely manner and in operable condition:

1. Provide keypunched Alley-Easement records.
2. Editing of records rejected in Alley/easement database load procedure.
3. Provide technical assistance on database installation.
4. Provide keypunched street inventory records
5. Editing of records rejected in street database load procedure.
6. Provide technical assistance on street database installation.

7. Provide development version of Powerhouse for DG/INFOS

IV. ADDITIONAL SERVICES

All work that will be performed by the **ENGINEER** at the request of the **CITY** that is described in this paragraph and not included in the paragraphs above, shall constitute ADDITIONAL SERVICES. ADDITIONAL SERVICES shall include, but are not limited to the following:

1. Services required by the **CITY** in any litigation or other controversy as an expert witness, including actual testimony time, stand-by waiting time, preparation of engineering data and reports or depositions and consulting with the City or its attorneys.
2. Any travel and subsistence to points other than the **ENGINEER**'s or **CITY**'s offices and project site, except travel required to satisfy the basic services of this contract not limited to that identified in the

ADDITIONAL SERVICES CONT.

aforementioned proposal shall not be considered ADDITIONAL SERVICES.

3. Additional services due to significant changes in the scope of the project or its design including but not limited to changes in size and complexity, or character of the project unless agreed to by both parties in writing.
4. Providing of services after the **CITY** reviews and accepts the Completion Affidavit submitted by the **ENGINEER.**

V. COORDINATION

The City Public Works Director will act on behalf of the **CITY** with respect to the work to be performed under this

AGREEMENT. He shall have complete authority to transmit instructions, receive information, interpret and define the **CITY**'s policies and decisions with respect to materials, equipment elements and systems pertinent to the **ENGINEER**'s services.

The **CITY** will give prompt written notice to the **ENGINEER** whenever the **CITY** observes or otherwise becomes aware of any defect in the **ENGINEER**'s services, or any development that effects the scope or timing of the **ENGINEER**'s services.

The **CITY** shall furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be determined to be necessary by the **CITY** for the completion of the project. The **ENGINEER** will provide the **CITY** reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by the **ENGINEER** pursuant to other provisions of the contract, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this contract.

The **ENGINEER** shall promptly report, in writing, to the **CITY** any development that would adversely affect the scope, timing, or cost of this project.

VI. OWNERSHIP OF DOCUMENTS

All documents including original drawings, software, tapes, listings, documentation, manuals, design reports, specifications, estimates, field notes and data, shall become the property of the **CITY** except programs for Geobase Plotting Software.

The **ENGINEER** shall have the right to retain a demonstration version of software and display copies of screens, reports, and/or maps as examples of his work. The **ENGINEER** will not relicense any software prepared under this

project without prior written authorization by the **CITY** with the exception of the Geobase Plotting Software.

VII. REVISIONS TO DOCUMENTS

The **ENGINEER** shall make, without additional expense to the **CITY** over and above the basic fee, such revisions to the draft reports as may be required to meet the needs of the **CITY**. After approval of the design report by the **CITY** any revisions, additions or other modifications made at the **CITY**'s request which involve extra services and expenses to the **ENGINEER** shall be subject to additional compensation to the **ENGINEER** for such extra services and expenses.

VIII. FEE SCHEDULE

A) General

For and in consideration of the services to be render by the **ENGINEER** in this AGREEMENT, the **CITY** shall pay and the **ENGINEER** shall receive the compensation hereinafter set forth for the **ENGINEER**'s services described in sections II, III, IV of this AGREEMENT.

B) Basic Services

The basis of compensation for the Basic Services and Deliverables shall consist of a labor and direct cost budget for each of the Deliverables as identified in Exibit A but not to exceed $198,577.00 for such services.

C) Additional Services

Compensation for Additional Services that are authorized by the City Public Works Director shall be determined based upon the pricing structure in Exibit A, Paragraph B.

IX. PERIODIC PAYMENTS

Payments shall be made to the **ENGINEER** based on monthly invoices. Monthly invoices shall be based on percentage completion of individual line items and shall be so itemized.

The **CITY** shall retain 10% of each invoice which shall be paid after final approval by the City Public Works Director.

X. TERMINATION

The **CITY** may terminate the AGREEMENT by giving the **ENGINEER** (30) days notice in writing and in accordance with the following procedure:

A) Upon delivery of such notice by the **CITY**, the **ENGINEER** shall discontinue all service in connection with the performance under this AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as this as such orders or contracts are chargeable to this AGREEMENT. As soon as practicable after receipt of notice of termination, the **ENGINEER** shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The **CITY** shall then pay the **ENGINEER** promptly that portion of the prescribed charges for service actually performed under this AGREEMENT that is applicable and usable for this project, less such payments on account of the charges as may have been previously made.

B) Failure by the **ENGINEER** to comply with the submittal of the statement, and documents as required above shall constitute a waiver by the **ENGINEER** of any and all rights or claims to collect any monies that the **ENGINEER** may rightfully be entitled to for services performed under this AGREEMENT.

XI. ENGINEERS WARRANTY

The **ENGINEER** warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the **ENGINEER**, to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person,other than a bona fide employee working solely for the **ENGINEER**, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

The **ENGINEER** further warrants that he shall not recruit nor employ any employee of the **CITY** who shall have been involved directly or indirectly with the performance of this AGREEMENT during and for a period of six months following the completion of this AGREEMENT.

XI. ASSIGNMENT OR TRANSFER OF INTEREST

The **ENGINEER** shall not assign or transfer its interest in the contract without written consent of the **CITY**.

XII. INDEMNIFICATION/LIABILITY

The **ENGINEER** shall and does hereby agree to indemnify and hold harmless the **CITY** from any and all damages, loss or Liability of any kind, whatsoever, by reason of injury or loss to third persons occasioned by any negligent act, error, or omission of the **ENGINEER**, its officers, agents, employees or other persons for whom the **ENGINEER** is legally liable, in rendering or failing to render professional services with regard to the performance of this AGREEMENT; the **ENGINEER** will at its cost and expense defend and protect the **CITY** against any and all such claims and demands.

XIII. ENTIRE AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the **CITY** and **ENGINEER** and supersedes all

prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument and signed by both the **CITY** and **ENGINEER.**

IN TESTIMONY WHEREOF, witness our hands at the City of Fort Wayne, Allen County, Indiana, this _____ day of December, 1986.

Attest:

_____

Peer Systems, Inc. (PSI)

By _____
D. Kelly O'Day, President

Attest:

_____

Camp Dresser & McKee

By _____
Barry Seymour, Office Manager

Attest:

_____
Clerk
Board of Public Works
and Safety

City of Fort Wayne

By _____
Baron R. Biedenweg
Director of Public Works

Approved as to Form:_____
City Attorney

EXIBIT A

(A)

ALLEY/EASEMENT DATABASE	$ 16,351.00
STREETS SUBSYSTEM DATABASE	28,651.00
CORE STREETS SUBSYSTEM	68,761.00
IMS SYSTEM TRAINING	11,345.00
VALUE ANALYSIS	18,008.00
PROJECT MANAGEMENT BUDGET	19,291.00
EXPENSES	35,990.00
TOTAL COST	$198,577.00

(B)

EXPENSES

Travel:	
Phila-Ft. Wayne	$425/Trip
Seattle-Ft. Wayne	$550/Trip
Phila- Seattle	$600/Trip
Per Diem	$85/Day
Micro Computer	$10/Hr.
Phone:	$20/Hr.
Reproduction	$0.10/Copy
Labor:	
Kelly O'Day	$48.00/Hr.
Ed Blair	$22.50/Hr.
Susan Lior	$31.25/Hr.
Senior Analyst	$22.50/Hr.
Analyst/Engineer II	$17.50/Hr.
Programer/Engineer I	$15.00/Hr.
Clerk	$ 9.00/Hr.
OverHead	125% of Salary
Profit	10% of Salery + Overhead

BILL NO. S-87-01-15

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ of the Common Council of the City of Fort Wayne, Indiana, approving an agreement by and between the Board of Public Works and Safety and Peer Systems, Inc., for the acquisition of software and related personal property and consulting functions to facilitate computerization of Street Department maintenance

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES	NO
BEN A. EISBART, CHAIRMAN	
JAMES S. STIER, VICE CHAIRMAN	
CHARLES B. REDD	
DONALD J. SCHMIDT	
SAMUEL J. TALARICO	

CONCURRED IN 2-10-87.

SANDRA E. KENNEDY
CITY CLERK